

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**UNITED STATES POSTAL SERVICE**

**and**

**Cases 16-CA-170336  
16-CA-176728  
16-CA-176935  
16-CA-180262  
16-CA-177822  
16-CA-180355  
16-CA-186215  
16-CA-186675  
16-CA-186680  
16-CA-186715  
16-CA-186722  
16-CA-186743  
16-CA-187990  
16-CA-187992  
16-CA-188007**

**NATIONAL ASSOCIATION OF LETTER  
CARRIERS, BRANCHES 283, 23, and 1179**

**and**

**Cases 16-CA-169367  
16-CA-175151**

**NATIONAL RURAL LETTER CARRIERS'  
ASSOCIATION**

**DECISION AND ORDER**

Statement of the Cases

On June 16, 2017, the United States Postal Service (the Respondent); National Association of Letter Carriers, AFL-CIO, Branches 283, 23, and 1179 (NALC); National Rural Letter Carriers' Association (NRLCA); and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the

Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.<sup>1</sup>

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

### **Findings of Fact**

#### **1. The Respondent's business**

(a) The United States Postal Service (the Respondent) provides postal services for the United States and operates various facilities throughout the United States in performing that function, including facilities at 1202 First Street, Humble, Texas 77338 (16-CA-169367); 5560 FM 1640, Richmond, Texas 77489 (16-CA-170336, 16-CA-176728, 16-CA-176935, 16-CA-180262); 1331 Pin Oak Road, Katy, Texas 77494 (16-CA-175151); 601 25th Street, Galveston, Texas (16-CA-177822); 345 Lakeshore Drive, Port Arthur, Texas (16-CA-180355); and 310 Morningside Drive, Friendswood, Texas 77546 (16-CA-186215, 16-CA-186675, 16-CA-186680, 16-CA-186715, 16-CA-186722, 16-CA-186743, 16-CA-187990, 16-CA-187992 and 16-CA-188007).

(b) The Board has jurisdiction over the Respondent and this matter by virtue of Section 1209 of the Postal Reorganization Act (PRA), 39 U.S.C. § 101 et seq.

#### **2. The labor organizations involved**

(a) The National Association of Letter Carriers, AFL-CIO, and the National Rural Letter Carriers' Association (NRLCA), are labor organizations within the meaning of Section 2(5) of the Act.

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<sup>1</sup> We note that the remedy to which the parties have agreed differs in some respects from previous broad orders that the Board has issued against the Respondent in cases alleging that the Respondent has violated Sec. 8(a)(5) of the Act by failing and refusing to provide relevant information. See, e.g., *United States Postal Service*, 345 NLRB 426 (2005), enfd. 486 F.3d 683 (10th Cir. 2007); *United States Postal Service*, 28-CA-017383 et al., unpublished order issued November 4, 2002, enfd. Case 02-9587 (10th Cir. 2003). These broad orders, as enforced by the United States Court of Appeals, remain in effect, and the Board's approval of this stipulation does not modify these orders in any respect.

(b) The National Association of Letter Carriers, Branches 283, 23, and 1179 (NALC), are labor organizations within the meaning of Section 2(5) of the Act.

## **ORDER**

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, Humble, Richmond, Katy, Galveston, Port Arthur, and Friendswood, Texas, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively with NALC by failing or refusing to furnish, or unreasonably delaying in furnishing, NALC with information that is relevant and necessary to the performance of its duties as the exclusive collective-bargaining representative of its city letter carrier employees at its 5560 FM 1640, Richmond; 601 25th Street, Galveston; 345 Lakeshore Dr., Port Arthur; and 310 Morningside Drive, Friendswood facilities.

(b) Failing and refusing to bargain collectively with the NRLCA by failing or refusing to furnish, or unreasonably delaying in furnishing, NRLCA with information that is relevant and necessary to the performance of its duties as the exclusive collective-bargaining representative of its rural letter carrier employees at the 1202 First Street, Humble; 1331 Pin Oak Road, Katy; and 310 Morningside Drive, Friendswood facilities.

(c) Interfering with, restraining, or coercing, in any like or related manner, its employees in the exercise of rights guaranteed under Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Bargain in good faith with NALC and NRLCA as the exclusive collective-bargaining representatives of the Respondent's employees at its 5560 FM 1640, Richmond; 601 25th Street, Galveston; 345 Lakeshore Dr., Port Arthur; and 310 Morningside Drive, Friendswood facilities.

(b) To the extent not already provided, provide NALC and NRLCA with the relevant requested information as described in the Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing issued on February 28, 2017.

(c) Upon request, provide NALC and NRLCA with information necessary and

relevant to fulfill the Unions' statutory obligations as the exclusive bargaining representative of employees at the respective facilities identified for each branch/local in the above subparagraph (a).

(d) The Postmaster or Station Manager at the Respondent's 1202 First Street, Humble, Texas 77338 (16-CA-169367); 5560 FM 1640, Richmond, Texas 77489 (16-CA-170336, 16-CA-176728, 16-CA-176935, 16-CA-180262); 1331 Pin Oak Road, Katy, Texas 77494 (16-CA-175151); 601 25th Street, Galveston (16-CA-177822); 345 Lakeshore Drive, Port Arthur, Texas (16-CA-180355); and 310 Morningside Drive, Friendswood, Texas facilities will maintain an information request log that tracks when requests for information are made, by whom the requests are made, a description of the information sought, to whom the requests are made, the information provided in response to the requests for information, and the dates the Respondent responds to the requests for information.

(e) Schedule training sessions on how to timely and appropriately respond to information requests and how to properly maintain information logs and require that all supervisors and managers at its 1202 First Street, Humble, Texas 77338 (16-CA-169367); 5560 FM 1640, Richmond, Texas 77489 (16-CA-170336, 16-CA-176728, 16-CA-176935, 16-CA-180262); 1331 Pin Oak Road, Katy, Texas 77494 (16-CA-175151); 601 25th Street, Galveston (16-CA-177822); 345 Lakeshore Drive, Port Arthur, Texas (16-CA-180355); and 310 Morningside Drive, Friendswood, Texas facilities attend the training.

(f) Regarding the training sessions above in paragraph (e), within 180 days of the approval of this Agreement, the Respondent will hold at least two mandatory trainings for all supervisors and managers regardless of prior training received. The Respondent will incorporate the information request training into its regular training program for new supervisors and managers for all USPS locations in the Houston District.

(g) Within 14 days of the approval of this Agreement, the Respondent will distribute by electronic mail, inter-office mail, newsletter, bulletin, or in any other fashion by which the Respondent ordinarily communicates with its management and supervisory representatives, the attached notice marked "Appendix B" to all supervisors and managers employed by the Respondent within the Houston District.

(h) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

3. Within 14 days of service by the Region, post at all its facilities in the Cities of Galveston, Richmond, Humble, Katy, Port Arthur, and Friendswood copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 16, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In

addition to physical posting of paper notices, the Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material.

Dated, Washington, D.C., January 3, 2018.

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Mark Gaston Pearce,	Member
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Lauren McFerran,	Member
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William J. Emanuel,	Member
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(SEAL)

**NATIONAL LABOR RELATIONS BOARD**

## **APPENDIX A**

### **NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government**

#### **PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS**

#### **FEDERAL LAW GIVES YOU THE RIGHT TO:**

Form, join, or assist a union;  
Choose a representative to bargain with us on your behalf;  
Act together with other employees for your benefit and protection;  
Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

The NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCHES 283, 23, and 1179 (NALC) is the collective-bargaining representative of our City Letter Carrier employees at the 5560 FM 1640, Richmond; 601 25th Street, Galveston; 345 Lakeshore Dr., Port Arthur; and 310 Morningside Drive, Friendswood facilities for the purposes of bargaining collectively with us on your behalf.

The NATIONAL RURAL LETTER CARRIERS' ASSOCIATION (NRLCA) is the collective-bargaining representative of our Rural Letter Carrier employees at the 1202 First Street, Humble; and 1331 Pin Oak Road, Katy facilities for the purposes of bargaining collectively with us on your behalf.

**WE WILL NOT** refuse to bargain in good faith with NALC and NRLCA by refusing to provide information that is relevant and necessary to their roles as your exclusive collective-bargaining representative.

**WE WILL NOT** unreasonably delay in providing NALC and NRLCA with information that is relevant and necessary to their roles as your bargaining representatives.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE HAVE** provided NRLCA with the information it requested from the 1202 First Street, Humble facility on November 5, 2015; February 2, 2016; February 5, 2016; and March 12, 2016.

**WE HAVE** provided NALC 283 with the information it requested from the 5560 FM 1640, Richmond facility on February 1, 2016.

**WE HAVE** provided NRLCA with the information it requested from the 1331 Pin Oak Road, Katy facility on January 21, 2016.

**WE HAVE** provided NALC 283 with the information it requested from the 5560 FM 1640, Richmond facility on June 23, 2016.

**WE HAVE** provided NALC 23 with the information it requested from the 601 25th Street, Galveston facility on April 26, 2016.

**WE HAVE** provided NALC 1179 with the information it requested from the 345 Lakeshore Dr., Port Arthur facility on June 25, 2016.

**WE HAVE** provided NALC 283 with the information it requested from the 310 Morningside Drive, Friendswood facility on August 26, 2016; September 21, 2016; and October 27, 2016.

**WE WILL** provide information to NRLCA that it requested from the 1202 First Street, Humble facility on October 15, 2015; November 18, 2015; and February 2, 2016.

**WE WILL** provide information to NALC 283 that it requested from the 5560 FM 1640, Richmond facility on March 30 and April 15, 2016.

**WE WILL** provide information to NALC 283 that it requested from the 310 Morningside Drive, Friendswood facility on September 3, 2016; September 21, 2016; September 23, 2016; and September 30, 2016.

**WE WILL** bargain in good faith with NALC, as the exclusive collective-bargaining representative of our unit employees at the 5560 FM 1640, Richmond; 601 25th Street, Galveston; 345 Lakeshore Dr., Port Arthur; and 310 Morningside Drive, Friendswood facilities, and timely provide NALC with information that is relevant and necessary to its role as your bargaining representative.

**WE WILL** bargain in good faith with NRLCA as the exclusive collective-bargaining representative of our unit employees at the 1202 First Street, Humble; and 1331 Pin Oak Road, Katy facilities, and timely provide NRLCA with information that is relevant and necessary to its role as your bargaining representative.

**ALL OUR EMPLOYEES** are free to become or remain, or to refrain from becoming or remaining, members of any labor organization.

#### **UNITED STATES POSTAL SERVICE**

The Board's decision can be found at [www.nlr.gov/case/16-CA-169367](http://www.nlr.gov/case/16-CA-169367) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



## **APPENDIX B**

### **NOTICE TO MANAGEMENT OFFICIALS**

Recently, several unfair labor practice charges have been filed against the USPS with the National Labor Relations Board. Those charges, filed by postal labor unions representing employees within the Humble, Richmond, Katy, Galveston, Port Arthur, and Friendswood facilities, have alleged that the USPS has failed to bargain in good faith by refusing to provide requested information to these labor unions. In these cases, information was not provided in a timely manner in accordance with the National Labor Relations Act. In response, the National Labor Relations Board has determined to issue a complaint alleging that we violated the National Labor Relations Act by failing to provide this information in a timely fashion.

Please be reminded that the United States Postal Services has a statutory duty to supply information which is relevant and of use to a labor union in fulfilling its duties as exclusive bargaining representative, including its duties to police the contract and to process and investigate grievances. Most information concerning bargaining unit employees that pertains to wages, hours, and terms and conditions of employment is presumptively relevant and must be furnished upon request. Presumptively relevant information includes, but is not limited to, the names of unit employees and their addresses, seniority dates, rates of pay, lists of job classifications and other payroll data, copies of insurance plans/rates in effect, clock rings, personnel action forms, requests for changes of schedule, and other information related to the hours and other terms and conditions of employment of bargaining unit employees. Your failure to provide responsive information or otherwise respond to requests for such information, within a reasonable time, may not only constitute a violation of the National Labor Relations Act, but also may result in disciplinary action against you.